

4-638385

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

RECEIVED  
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U.S. DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

MAERSK SEALAND,

Plaintiff,

- against -

LOGICO EXPRESS, and  
CARLOS OVALLE,

Defendants.

CIVIL COMPLAINT  
IN ADMIRALTY

04

MAGISTRATE JUDGE *Bouler*

Plaintiff MAERSK SEALAND by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, and its Designated Local Counsel, PITTS AND PITTS, as and for its Complaint against defendants LOGICO EXPRESS and CARLOS OVALLE, in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C. App. 1701 et seq., and Clause 14 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff MAERSK SEALAND was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte, NC 28209.

3. Upon information and belief and at all times hereinafter mentioned, defendant LOGICO EXPRESS ("LOGICO") was and still is a company operating under the laws of the Commonwealth of Massachusetts, with offices and a place of business at 117 Western Avenue, Lynn, MA 01904

RECEIPT # 53506  
AMOUNT \$ 150  
SUMMONS ISSUED Y-1  
LOCAL RULE 4.1 \_\_\_\_\_  
WAIVER FORM \_\_\_\_\_  
MCF ISSUED \_\_\_\_\_  
BY DPTY. CLK. m  
DATE 1-30-04

4. Upon information and belief and at all times hereinafter mentioned, defendant CARLOS OVALLE ("OVALLE"), was and still is a natural person and resident of the Commonwealth of Massachusetts, residing at c/o Logico Express, 117 Western Avenue, Lynn, MA 01904, and is the owner of defendant LOGICO.

AS AND FOR A FIRST CAUSE OF ACTION  
AGAINST DEFENDANT LOGICO

5. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-3, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

6. On or about the dates and at the port of shipment stated in Schedule A, hereto, certain goods were delivered to plaintiff to be carried to the port of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published, all as set forth in Schedule A.

7. Thereafter, the said goods were transported to the port of destination and delivered to the consignees and/or their agents.

8. Plaintiff has performed all acts required to be performed by plaintiff.

9. Defendant has failed and refused, and continues to fail and refuse to remit the payment due of \$6,653.00, although duly demanded.

10. By reason of the foregoing, plaintiff has sustained damages in the amount of \$6,653.00 which, although duly demanded, have not been paid.

AS AND FOR A SECOND CAUSE OF ACTION  
AGAINST DEFENDANT OVALLE

11. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1, 2, 4 and 6-10, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

12. Pursuant to Clause 14.4 of the Bill of Lading, the principals of the shipper are jointly and severally liable for the ocean freight and related charges due.

13. Defendant OVALLE, as owner of defendant LOGICO is liable for the \$6,653.00 due.

14. Plaintiff has performed all acts required to be performed by plaintiff.

15. Defendant has failed and refused, and continues to fail and refuse to remit the payment due of \$6,653.00, although duly demanded.

16. By reason of the foregoing, plaintiff has sustained damages in the amount of \$6,653.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. On the First Cause of Action - for judgment in the amount of \$6,653.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. On the Second Cause of Action - for judgment in the amount of \$6,653.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

3. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

4. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.


Dated: New York, New York  
Lynn, Massachusetts  
January 30, 2004

PITTS AND PITTS

By \_\_\_\_\_  
Edmund M. Pitts  
BBO400880  
Designated Local Counsel for Plaintiff  
MAERSK SEALAND  
152 Lynnway, Unit 1F  
Lynn, MA 01902  
(781) 596-7171

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By



Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
MAERSK SEALAND  
551 Fifth Avenue, Suite 1701  
New York, NY 10176  
(212) 696-1760

## SCHEDULE A

### I. Particulars:

1. Bill of Lading No. SJID40403, dated October 30, 2003, from Newark to Rio Haina via Miami on the Vessel ROTHORN, one (1) forty-five foot Hi-Cube SAID TO CONTAIN: USED PERSONAL EFFECTS, at the applicable tariff and/or Service Contract rate of \$2,602.00 (Exhibit A).

Amount Paid: \$1,053.00

Amount Due: \$1,549.00

2. Bill of Lading No. SJ191115, dated November 22, 2003, from Newark to Rio Haina via Miami on the Vessel ARA J, one (1) forty-five foot Hi-Cube SAID TO CONTAIN: USED PERSONAL EFFECTS, at the applicable tariff and/or Service Contract rate of \$2,602.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$2,602.00

3. Bill of Lading No. SJ1308618, dated December 18, 2003, from Newark to Rio Haina via Miami on the Vessel ARA J, one (1) forty-five foot Hi-Cube SAID TO CONTAIN: USED PERSONAL EFFECTS, at the applicable tariff and/or Service Contract rate of \$2,502.00 (Exhibit E).

Amount Paid: \$0

Amount Due: \$2,502.00

II. Total Amount Due: \$6,653.00

MAFU SJ1D40403

Shipper/Exporter (complete name and address)

LOGICO EXPRESS  
117 WESTERN AVE  
LYNN MA 01904

Booking No.

001945911

Export references

Consignee (complete name and address)

ALCEDO MATIAS  
C/LOMA DE ORTEGA #3  
STO. DGO.

Forwarding agent - references

Shipper

Point and Country of Origin

memoranda

Notify Party (complete name and address)

ALEXPRESS  
STO. DGO.

Domestic routing/export instructions

not part of  
Bill of Lading

\*Precarriage by

\*Place of Receipt

NEWARK

Vessel

Voy No.

Port of Loading

ROTHORN

0342 MIAMI

Port of Discharge

\*Place of Delivery

RIO HAINA

RIO HAINA

Onward inland routing

## CARRIER'S RECEIPT

## PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

Container No./Seal No.  
Marks and NumbersNo. of Containers  
or pkgs.

Kind of packages; description of goods

Gross Weight

Measurement

SEAU4809018  
0110

1

CY / CY

X 45' HC STC

150 PIECES

OF PERSONAL EFFECTS (USED)

MERCANCIAS DE CASA Y EFECTOS

PERSONALES

SC NO: 14380

LBS

8500.000

CFT

1200.000

NON-NEGOTIABLE  
COPY

EXHIBIT "A"

Freight &amp; Charges

Rate

Unit

Prepaid

Collect

BASIC FREIGHT 1.00\*  
CHASSIS USAGE CHARGE  
PORT SECURITY (US)  
VALUE ADDED TAX (VAT)  
BUNKER ADJUST FACTOR  
SED FILING FEE2000.00 USD  
40.00 USD  
112.00 USD  
35.00 USD  
315.00 USD  
USD45'  
SX  
SX  
SX  
SX  
SM2000.00  
40.00  
112.00  
35.00  
315.00  
100.00

Declared Value Charges

(see clause 6) for

Declared Value of US \$

Number of Original B(s)/L

Total Prepaid

USD 2602.00

Total Collect

Place of Issue

Date

RESOURCE US

OCT 30 03

\*Applicable only when document used  
as a Combined Transport Bill of Lading

Shipped in apparent good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation (rail or truck) if place of receipt is named in this Bill of Lading the goods or packages or containers used to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease. It is further agreed that Containers may be stowed on deck without notice pursuant to Clause 16 on the reverse side of this Bill of Lading. IN WITNESS whereof the number of original Bills of Lading stated on this side have been signed, one of which being accomplished the others to be void.

OCT 30 2003

MAERSK INC.

As Agent(s) only

12107/5000M/6-03/DR

B/L No.  
MAEU SJ1291115

Shipper/Exporter (complete name and address)

LOGICO EXPRESS  
117 WESTERN AVE.  
LYNN MA 01904

Booking No.

001983635

Export references

Consignee (complete name and address)

ALCEDO MATIAS  
C/LOMA DE ORTEGA # 3  
SANTO DOMINGO

Forwarding agent - references

Shipper

Point and Country of Origin

memoranda

Notify Party (complete name and address)

ALEXPRESS  
STO. DGO.

Domestic routing/export instructions

not part of  
Bill of Lading

\*Precarriage by

\*Place of Receipt

NEWARK

Vessel

Voy No.

Port of Loading

Onward inland routing

ARA J

0328

MIAMI

Port of Discharge

\*Place of Delivery

RIO HAINA

RIO HAINA

## CARRIER'S RECEIPT

## PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

Container No./Seal No.  
Marks and NumbersNo. of Containers  
or pkgs.

Kind of packages; description of goods

Gross Weight

Measurement

SEAU8710743  
00109

1

CY / CY  
X 45' HC STC  
150 PIECES  
OF PERSONAL EFFECTS (USED)  
MERCANCÍAS DE CASA Y EFECTOS  
PERSONALES  
SC NO: 14380LBS  
8500.000CFT  
1200.000

## Freight &amp; Charges

Rate

Unit

Prepaid

Collect

BASIC FREIGHT 1.00\*  
CHASSIS USAGE CHARGE  
PORT SECURITY (US)  
VALUE ADDED TAX (VAT)  
BUNKER ADJUST FACTOR  
SED FILING FEE2000.00 USD  
40.00 USD  
112.00 USD  
35.00 USD  
315.00 USD  
USD45'  
SX  
SX  
SX  
SX  
SM2000.00  
40.00  
112.00  
35.00  
315.00  
100.00Declared Value Charges  
(see clause 6) for  
Declared Value of US \$

Total Prepaid

USD 2602.00

Number of Original B(s)/L

Total Collect

Place of Issue

Date

RESOURCE US

NOV 22 03

\*Applicable only when document used  
as a Combined Transport Bill of Lading

Shipped in apparent good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation (rail or truck) if place of receipt is named in this Bill of Lading the goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease. It is further agreed that Containers may be stowed on deck without notice pursuant to Clause 16 on the reverse side of this Bill of Lading. IN WITNESS whereof the number of original Bills of Lading stated on this side have been signed, one of which being accomplished the others to be void.

EXHIBIT "B"

NOV 22 2003

MAERSK INC.

As Agent(s) only

12107/5000M/6-03/DR



MAEU SJ1308618

Shipper/Exporter (complete name and address)

LOGICO EXPRESS  
117 WESTERN AVE.  
LYNN MA 01904

Booking No.

002007709

Export references

Consignee (complete name and address)

ALCEDO MATIAS  
C/LOMA DE ORTEGA # 3  
SANTO DOMINGO

Forwarding agent - references

Shipper

Point and Country of Origin

memoranda

Notify Party (complete name and address)

ALEXPRESS  
STO. DGO.

Domestic routing/export instructions

not part of  
Bill of Lading

\*Precarriage by

\*Place of Receipt

NEWARK

Vessel

Voy No.

Port of Loading

ARA J

0332MIAMI

Port of Discharge

\*Place of Delivery

RIO HAINA

RIO HAINA

Onward inland routing

**CARRIER'S RECEIPT**Container No./Seal No.  
Marks and NumbersAPMU4525309  
0108No. of Containers  
or pkgs.

Kind of packages; description of goods

CY / CY  
X 45' HC STC  
150 PIECES  
OF PERSONAL  
EFFECTS (USED)  
MERCANCÍAS DE CASA Y EFECTOS  
PERSONALES  
SC NO: 14380

Gross Weight

Measurement

8000.000  
LES1200.000  
CFT

Freight &amp; Charges

Rate

Unit

Prepaid

Collect

BASIC FREIGHT 1.00\*  
BUNKER ADJUST FACTOR  
CHASSIS USAGE CHARGE  
PORT SECURITY (US)  
VALUE ADDED TAX (VAT)2000.00 USD  
315.00 USD  
40.00 USD  
112.00 USD  
35.00 USD45'  
SX  
SX  
SX  
SX2000.00  
315.00  
40.00  
112.00  
35.00

Declared Value Charges

(see clause 6) for

Declared Value of US \$

Number of Original B(s)/L

Total Prepaid

USD 2502.00

Total Collect

Place of Issue

Date

RESOURCE US

DEC 18 03

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as a Combined Transport Bill of Lading

Shipped in apparent good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation (rail or truck) if place of receipt is named in this Bill of Lading the goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease. It is further agreed that Containers may be stowed on deck without notice pursuant to Clause 16 on the reverse side of this Bill of Lading. IN WITNESS whereof the number of original Bills of Lading stated on this side have been signed, one of which being accomplished the other(s) to be void.

EXHIBIT "C"

DEC 19 2003

MAERSK INC.

As Agent(s) only

12107/5000M/6-03/DR